

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Dynamic Educational Systems Inc. , otherwise known as Job Corps**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Job Corps to define Job Corps cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Job Corps, agrees to contribute direct partner costs for rent in the following manner:

Job Corp has collocated one staff person in the One Stop Career Center at 1010 N Street. . The specific costs and terms for rent will be represented in a separate agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

2. The one stop partner, Job Corps, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Job Corps shall make funds available for the following items:

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to the one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the umbrella MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

3. The one stop partner, Job Corps, agrees to utilize NWS system software for registration purposes. The partner will expend the estimated cost for one computer system which will be located in Omaha. Referral information from the computer in Omaha will be forwarded to the proper staff at the One Stop Career Center in Lincoln, Nebraska. The Department of Labor, through the NWS Steering Committee, will determine the user fee.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

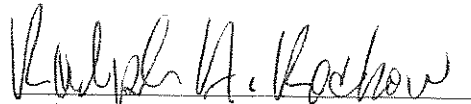
5. Term: This Agreement shall be in effect for the period beginning July 1, 2004 and ending on September 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

7. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

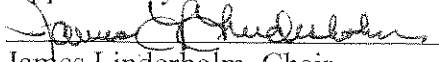
8. Capacity: the undersigned person representing Job Corps does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Job Corps to this Agreement.

IN WITNESS WHEREOF, Job Corps and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 22 day of July, 2004.


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board


Ralph Rockow, Chairman
DESI/Job Corps

Approved by:


James Linderholm, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Dynamic Educational Systems, Inc. otherwise known as Job Corps** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Job Corps to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Job Corps, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for Job Corps program
- b. Outreach, Common NWS General Information Sheet and Orientation to the services available at the One StopCareer Center.
- c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Job Search and Placement Assistance.
- e. Follow-up Services.

2. Delivery of Core Services

The delivery of core services listed above shall be delivered by Job Corps in the following manner. Job Corps has one full time staff person located at the One Stop. Core services will be available on a walk-in basis or by appointment. When Job Corps staff is not available, Job Corps will provide and maintain an appointment calendar for applicants wishing to schedule an appointment with Job Corps at the One Stop.

Service: a. Determine eligibility for Job Corps Program

Method of delivery: Job Corps staff will be located at the One Stop to determine eligibility.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Method of referral: One Stop registration staff will direct youth applicants to the One Stop Career Center to the Job Corps representative.

Service: b. Outreach, Common NWS General Information Sheet and Orientation to the services available at the One Stop Employment Solutions Center

Method of Delivery:

Informational Outreach: Job Corps will provide marketing materials, brochures and information regarding Job Corps services to be dispersed to all partners, tenants of the One Stop Center and eligible youth where appropriate and will participate and be listed on all printed materials regarding One Stop Services. Job Corps will provide a pamphlet describing the one stop system and the partner programs. Job Corps agrees to distribute customer surveys as directed by the LWIB Board.

Common NWS General Information Sheet: The Common NWS General Information Sheet is a form of pre-registration for One Stop Services which can coordinate referrals to all appropriate partners. Job Corps anticipates approximately 300 annual referrals through the NWS system.

Orientation: Job Corps staff will be available to do orientations regarding the services available at the One Stop Center to Job Corps applicants.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of Delivery: Various forms of initial assessments are conducted on pre-enrolled students. Assessment will be provided by Job Corps staff.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: d. Job Search and Placement Assistance

Method of Delivery: Job Corps provides placement specialists that assist Job Corps enrollees in job training and placement assistance. Job Corps staff will provide this core service and encourage youth to utilize the resources available in the resource room at the One Stop Center.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: e. Follow-up Services

Method of Delivery: Job Corps placement specialists are required to do intensive follow up with their students. Students are tracked while they are working and are offered supportive service assistance. Job Corps will also provide basic placement standards.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

3. Method of Referral: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.

a. Job Corps is held to the provisions of the Job Corps Privacy Act. If an initial referral is made to Job Corps and Job Corps wants to make a subsequent referral for the enrolled client to another partner to serve the client's needs, Job Corps will make relevant client information available through the intake system with permission from the involved client.

4. Funding Source/Costs: The Job Corps costs of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 60 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of

this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

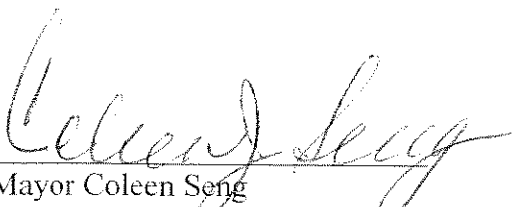
9. Independent Contractor: Job Corps shall perform their core services under this Agreement as an independent contractor. Job Corps has sole and exclusive charge and control of the manner and means of performance. Job Corps, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Job Corps is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

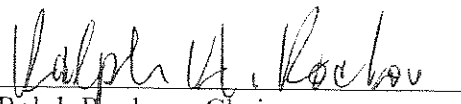
10. One Stop Management Council: Job Corps, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.

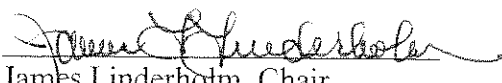
11. One Stop Center Management: Job Corps, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Capacity: The undersigned person representing Job Corps does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Job Corps to this agreement.

IN WITNESS WHEREOF, Job Corps and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 22 day of July, 2004.


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board
Approved by:


Ralph Rockow, Chairman
DESI/Job Corps


James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Tate Lauer
DESI/Job Corps
1010 N Street
Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Dynamic Educational Systems, Inc./Job Corps, EO #70788

Dear Tate:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Jan Norlander-Jensen".
Jan Norlander-Jensen

Counter Signature:

DESI
One Stop Partner Agency Name

(602) 995-0116
Phone No.

A handwritten signature in cursive script, likely reading "Kathy A. Beckow".
Signature of Authorized Representative of
One Stop Partner

Chairman

Title
04/25/05

Date

A handwritten signature in cursive script that reads "Coleen J. Seng".
Mayor Coleen Seng
City of Lincoln

Approved by:

A handwritten signature in cursive script that reads "James Linderholm".
James Linderholm, Chair of Greater Lincoln
Workforce Investment Board